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Privacy policy

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FOGIUTTEPRO.COM PRIVACY POLICY

PREAMBLE

- 1. "Fogiuttepro.com" (hereinafter referred to as the Company) is the manager of the www.fogiuttepro.com Store.
- 2. The trust of each User of the Online Store with the Company, the Online Store operated by the Company and the goods sold in it and/or the services provided through it is important for the Company. This trust is inseparable, among other things, from the proper processing of the User's Personal Data and their protection. Therefore, in this section of the Website of the Online Store you will find the provisions of the Company's Privacy Policy (hereinafter referred to as the Privacy Policy) regulating the receipt, use, processing, processing and other processing of Personal Data by the User in the company's activities, as well as the related rights of Users and the Company's obligations.
- 3. Please note that by using the Website of the Online Store and the services provided therein, the User agrees to the provisions of the Privacy Policy. If the User does not agree to comply with the provisions of the Privacy Policy of the Online Store, the User may not continue to use the Website of the Company's Online Store.
- 4. We note that the Company has the right to unilaterally change the provisions of the Privacy Policy at any time at its sole discretion by notifying the Users of the Website of the Online Store in advance. Any change to the provisions of the Privacy Policy shall take effect from the date of its publication on the Website of the Online Store, so we kindly ask you to read the provisions of these Privacy Policy every time before using the possibilities provided by the Online Store. If you decide to continue using the possibilities offered by the Online Store after reading the provisions of this Privacy Policy, you confirm that you agree to and accept them.
 - 5. The User, having any questions related to the User's Personal Data, may contact the Company's Data Protection Officer directly. E-mail: info@fogiuttepro.com

6. More detailed information aboutthe Contact details can be found in the "CONTACTS" sections of the Website of the Online Store, as well as below in this document.

7. We note that all actions performed with the User's Personal Data are performed in accordance with the applicable provisions of the legal acts of the European Union and the Republic of Lithuania, in particular the General Data Protection Regulation and the Law on Legal Protection of Personal Data of the Republic of Lithuania.

KEY CONCEPTS

- 1. Controller the Company, i.e. "Fogiuttepro.com", determining the purposes and means of data processing.
 - 2. 'Online shop' means an online shop accessible at www.fogiuttepro.com
- 3. User a natural person who is visiting the website of the online store and/or a natural person seeking to purchase goods sold by the Company and/or receive the services provided by the Company and/or purchasing them.
 - 4. Personal data means any information relating to a natural person, a data subject whose identity is known or can be established, directly or indirectly.
 - 5. Recipient means a legal or natural person to whom the Data Controller provides personal data.
- 6. An online store account is an account of login to the Website of the Online Store, which is created by active actions of the User according to the sequence of actions indicated on the Website of the Online Store and where the User's Personal Data and order history are stored.
- 7. A cookie is a small text file sent to each User's device from which the Website of the Online Store is accessed and temporarily stored on that device.
- 8. Direct marketing is an activity aimed at offering goods or services to persons by post, telephone or other direct means and/or asking for their opinion on the goods or services offered.
 - 9. A partner of the Company is a person who supplies goods or services to the Company with whom joint actions or projects may be carried out.

WAYS OF OBTAINING PERSONAL DATA

- 1. The Company receives Users' Personal Data in three ways when:
 - The user provides information about himself/herself;

• Data related to the User is generated to the User uses the Website of the Online Store:

- Data about the User is obtained from third parties.
- 2. The User of the Company's Website of the Online Store independently provides information to the Company in the following cases:
 - After the User has created an Online Store account and made an order in the Online Store;
 - During user communication in any form with the Company.
- 3. The second method of obtaining Personal Data includes a situation where the Company collects information through Cookies, the User's consent to process his/her Personal Data on a legal basis, automatically when the User uses the Website of the Company's Online Store and the possibilities provided by it.
- 4. The third method of obtaining Personal Data includes a situation where, on the basis of the User's consent, the Company receives information about the User from third parties such as Facebook, Inc., Google, Inc. From Facebook, Inc. receives such User's Personal Data as the User's Image and www.facebook.com Social Media Account (Profile) Name, while the Company receives only User Image Data from Google, Inc.

PURPOSES OF PROCESSING THE USER'S PERSONAL DATA

- 1. The Company processes Users' Personal Data for the following purposes:
- For the purpose of carrying out e-commerce on the Website of the Company's Online Store;
 - For the purpose of organising and conducting competitions, promotions, games;
 - For the purpose of providing services;
 - For the purpose of direct marketing;
- For the purpose of assessing, improving and ensuring the quality of professional service and for the purpose of resolving potential or arising disputes with Users (audio recording is performed).
 - 2. The Company does not process the User's Personal Data for any other purposes incompatible with the above purposes.

PERSONAL DATA PROCESSED AND LEGAL BASES FOR THEIR PROCESSING

1. In its activities, the Company processes the following Personal Data of Users:

• On the legal basis for concluding and reconciling the empty of: The User's Personal Data, such as name, personal identification number, surname, e-mail address, telephone number, delivery address of the goods, internet protocol (IP) address, bank account number, method of payment of the purchased goods, history of ordering goods, address of residence, text files "cookies", amount of personal income, personal passport number, personal family status data. These Personal Data are processed for the purpose of conducting e-commerce on the Website of the Company's Online Store;

- On the basis of the User's consent: User's Personal Data such as name, surname, telephone number, e-mail address, Internet Protocol (IP) address, video, image, text file "cookies". This Personal Data is processed for the purpose of organizing and executing contests, promotions, games;
- Legal basis for conclusion and performance of the contract: The User's Personal Data, such as name, surname, personal identification number, telephone number, e-mail address, workplace address, personal complaints. These Personal Data are processed for the purpose of providing services published on the Website of the Company's Online Store;
- On the basis of the User's consent: User's Personal Data such as name, surname, e-mail address, city, purchase category, purchase amount data, text files "cookies", image data, social network www.facebook.com account name, residential address. This Personal Data is processed for the purpose of direct marketing;
- Legal basis of the company's legitimate interest: The User's Personal Data, such as audio (chat recording) data. This Personal Data is processed for the purpose of assessing, improving and ensuring the quality of professional service and for the purpose of resolving potential or arising disputes with Users.
 - 2. The Company notes that it does not collect, handle or perform any other data processing operations related to the User's sensitive (special) personal information, such as religious or political views, health, etc.

USER RIGHTS AND PROCEDURES FOR THEIR IMPLEMENTATION

- 1. The Company ensures, observes and respects the rights of users of the Company's Website:
 - the right to information, i.e. the right to be informed about the Processing of The User's Personal Data by the Company;
- the right to receive information related to the User's Personal Data processed by the Company;
 - the right to rectification of the User's Personal Data if they are inaccurate or incomplete;
- the right to be forgotten when Personal Data is no longer needed, in order to achieve the purposes for which they were collected or otherwise processed or/and the User withdraws the consent on which the processing of Personal Data was based and there are no other legal

grounds for processing Personal Data right that User Dees not agree with the processing of Personal Data and there are no overly legitimate reasons for processing Personal Data, or/and when the Personal Data has been processed unlawfully, or/and the Personal Data must be deleted in accordance with the legal obligation established by the law of the European Union or the Member State of the Company, or/and the User's personal data has been collected in the context of the information society service offer;

- the right to restrict the processing of the User's Personal Data, when the User contests the accuracy of the Personal Data for the period during which the Company can verify the accuracy of the Personal Data or/and the processing of Personal Data is unlawful and the User does not agree to the erasure of the Personal Data and instead requests to restrict their use, or/and the Company no longer needs the User's Personal Data for the purposes of processing, but they are needed by the User in order to assert, execute or defend legal requirements, or/and the User objected to the processing of Personal Data until it is verified whether the Company's legitimate reasons take precedence over the User's reasoning;
- the right to object to the processing of the User's Personal Data, i.e. The User has the right, for reasons related to the User's particular case, to object at any time to the processing of Personal Data relating to him/ her, where such processing is carried out in order to perform a task carried out in the public interest or in the performance of public authority functions entrusted to the Company, including profiling, or/and the processing of Personal Data is necessary for the legitimate interests of the Company or a third party, unless such interests or fundamental rights and freedoms of the User which make it necessary to ensure the protection of personal data take preceded them, in particular when the User is a child, including profiling, or/and when Personal Data is processed for direct marketing purposes, including profiling related to direct marketing. The Company points out at this point out that, taking into account the implementation of the User's right to object to the processing of Personal Data, the Company no longer processs Personal Data, unless the Company proves that the Personal Data is processed for compelling legitimate reasons that take precedence over the interests, rights and freedoms of the Company, or for the purpose of asserting, fulfilling or defending legal claims.
- the right to the portability of Personal Data, i.e. The User has the right to receive personal data related to him/her, which he/she has provided to the Company, when the processing of the User's Personal Data is based on consent or/and the contract and such User's Personal Data is processed by automated means of processing Personal Data. The Company points out at this point that when exercising its right to data portability, the User has the right that the Company, where technically possible, transfer personal data directly to another data controller, i.e. a natural or legal person determining the purposes and means of data processing.
 - the right to withdraw consent to the processing of Personal Data where the processing is based on the User's consent.
- 2. The Company informs that the respective actions implementing the above-mentioned Rights of Users will be performed as soon as possible, but no later than 1 (one) month from the date of your application. Please note that if necessary, the time limit of 1 (one) month may be extended

by a further two months, depending worth the local particles of the application. In such a case, the Company shall inform the User about such extension within 1 (one) month from the receipt of the request, together with the reasons for the delay.

- 3. The Company points out that without prejudice to other administrative or judicial remedies, each User has the right to lodge a complaint with the supervisory authority, in particular in the EU Member State where he/she is domiciled, the place of work or the place where the alleged infringement occurred, if the person considers that the processing of Personal Data concerning him/her is carried out in violation of applicable data protection legislation. In the Republic of Lithuania, such a supervisory authority is the State Data Protection Inspectorate, legal entity code 188607912, address A. Juozapavičiaus g.6, LT-09310 Vilnius, Lithuania.
 - 4. If the User wishes the Company to implement the above rights or if the User has any questions regarding the implementation of his/her rights, please contact the Company.

TIME LIMITS FOR THE STORAGE OF PERSONAL DATA

- 1. The terms of storage of Personal Data processed by the Company, taking into account the purposes of the processing of Personal Data, are as follows:
- The User's Personal Data processed for the purpose of conducting e-commerce on the Website of the Company's Online Store is stored for 5 (five) years from the last User's use of the Company's Online Store;
 - The User's Personal Data processed for the purpose of organizing and executing contests, promotions, games is stored for 5 (five) years from the last User's participation in a contest, promotion or game organized by the Company;
- The User's Personal Data processed for the purpose of providing services is stored for 5 (five) years from the last User's use of the services provided by the Company;
- The User's Personal Data processed for the purpose of Direct Marketing is stored for 5 (five) years from the date of receipt of the User's consent to process his/her Personal Data for the purpose of Direct Marketing;
- The User's Personal Data processed for the purpose of assessing, improving and ensuring the quality of professional service and for the purpose of resolving potential or arising disputes with customers are stored for 3 (three) years from the date of receipt of the respective Personal Data.
- 2. The Company shall make all reasonable and reasonable efforts to protect the User's Personal Data during the above periods. At the end of the term of storage of Personal Data, the Company shall destroy the User's personal information.

TRANSFER OF PERSONAL DATA TO THIRD PARTIES AND DISCLOSURE OF PERSONAL DATA

1. The Company uses the services of reliable this parties established in Lithuania and other European Union countries and not only, such as courier services, leasing companies, direct marketing and service station (server) rental services.

- 2. The Company informs the User that in order to achieve the purposes of processing Personal Data identified in this Privacy Policy, taking into account the specific purpose of the Processing of Personal Data, the Company transfers the User's Personal Data to the above-mentioned third parties.
- 3. The User's Personal Data shall be transferred to third parties only to the extent and to the extent necessary for the direct implementation of their duties and for the protection of the User's legitimate interests.
- 4. The Company and the third party to whom the Company has transferred the User's Personal Data shall act in accordance with a separate agreement(s) regulating the processing of Personal Data transferred to a third party, the necessary technical and organizational security measures and other necessary legal provisions regulating the processing of Personal Data.
- 5. The User undertakes and is obliged to protect the password and login name of his/her login to the Account of the Company's Website, as well as other Personal Data. The User undertakes and is obliged not to disclose Personal Data to any other third parties, either about himself or about third parties, if such personal data of third parties have become available to him/ her, and immediately inform the Company about the identified violations.
- 6. The Company seeks to ensure the confidentiality of the User's personal information and in the normal circumstances of the use of the Company's Website, the Company does not have the right to disclose the User's Personal Data to any other Data Recipients, unless required by the process of implementation of the services provided by the Company.
 - 7. In the event that the Company is obligated by law or other legal acts, the Company must disclose information about the User to the competent authorities.

SECURITY OF PERSONAL DATA

- 1 The Company takes care of the security and confidentiality of the User's Personal Data. In order to prevent unauthorized access to Personal Data or unlawful disclosure of Personal Data and to protect the available information, the Company has implemented appropriate technical and organizational security measures.
- 2. The Company notes that although the Company strives to implement appropriate technical and organizational security measures, these or any other measures cannot guarantee complete security and cannot protect against any possible security violations at any time.
- 1. The Company's Online Store and the services provided therein are intended for persons from the age of 16, therefore the Company does not knowingly collect or process personal data of children under 16 years of age.

2. However, the Company notes that make the right to submit their consent to the Company if their minor child under the age of 16 wishes to use the Company's Online Store and the opportunities it provides, such as the purchase of a product or service.

3. If you become aware that your child has provided the Company with personal information without your consent, please contact the Company

DIRECT MARKETING

- The Company, with the express consent of the User, has the right to send Direct Marketing messages to the User by e-mail and/or sms.
- 2. The User has the right to withdraw the consent(s) given to the Company to process his/her Personal Data for direct marketing purposes at any time.
- 3. If the User no longer wants his/her Personal Data to be used for direct marketing purposes, the User may:
 - write an e-mail info@fogiuttepro.com that they do not wish to receive e-mails and/or SMS messages;
 - Unsubscribe from the newsletter by clicking on the link "unsubscribe" at the bottom of the newsletter.
 - 4. The sending of e-mails and/or SMS messages shall be interrupted only by the e-mail addresses and/or telephone numbers clearly indicated by the User.
 - 5. The User has the right to object to the use of his/her personal data for direct marketing purposes by informing the Company info@fogiuttepro.com

COOKIES

- In order for the User to be provided with the services of the Company's Online Store in full, Cookies may be entered into the User's device connecting to the Online Store with the User's consent.
- 2. If the User agrees to the addition of Cookies to the end device used by the User, the User must click "I agree to the use of cookies", and if the User does not agree to the cookies being saved, the User must click "I do not agree to the use of cookies".
- 3. Cookies used by the Company for the transmission of information over an electronic communications network. Another type of Cookies is designed to collect information for the calculation of traffic (to collect statistical information), to provide content that is in the User's interests and to preserve the visit history. The Company does not use this type of Cookies, but draws users' attention to the fact that some Of the Company's Partners may use this type of Cookies, therefore, if the User suspects that this type of Cookies is used without his/her consent, he/she should contact a specific Partner of the Company.

4. If the User has consented to cookies placed placed placed by him/ her, the User has the right to withdraw his/her consent at any time by clicking on the link "Cancel the use of cookies" or by changing his/her web browser settings, in which case certain features of the Online Store may not work for him/ her.

ENTRY INTO FORCE OF THE PRIVACY POLICY

1. This Privacy Policy shall enter into force on 12 May 2020. Any changes to the Privacy Policy will be published and publicly visible on the Website of the Company's Online Store.

Refunds, guarantees

WARRANTY PERIOD

The legislation in force in the Republic of Lithuania establishes a period of 24 months for all personal consumption goods. warranty period.

For legal entities, the term of the guarantee shall apply/shall not apply in accordance with the warranty terms set by the manufacturers.

If your product has failed during the warranty period, our authorized manufacturer's service centers will repair it free of charge – all you have to do is provide a product purchase document.

You receive the purchase document (cash receipt, invoice or leasing agreement) together with the purchased item or e-mail when we receive your payment for the purchased item.

The warranty does not apply:***

• goods with mechanical damage, sonication marks; •goods which have not been used for their intended purpose; •goods whose faults are due to the fault of the buyer; •goods with damaged serial stickers; •goods that have been repaired in an unauthorized service of the manufacturer;***

•when the failure is caused by environmental factors (storm, rain, etc.), force majeure (fire, flooding) or exposure to accidental external factors (voltage surge, etc.); •if the failure is caused by liquids, objects, etc. entering the device; •if the buyer does not provide the purchase document (invoice, cheque, leasing contract); •failures caused by the use of non-original additives; •wearable parts (wires, connectors, batteries, holders, etc.); •information stored in carriers; • operating systems or other software.

*The provisions on limitation or non-application of the guarantee are in line with Article 6.333(3) of the Civil Code of the Republic of Lithuania. * If you have any questions about authorized manufacturers' services, please write info@fogiuttepro.com

If the item is defective and you want to return it, you must first notify us by e-mail info@fogiuttepro.com and carry the item to us to the specified address. Only after examination at our service will we notify you whether the return, repair and conditions of the product are possible. If the authorized service center determines that your product has failed irreparably during the warranty period due to the fault of the manufacturer (defective product), then from the

authorized service center you will receive a certificate which, upon presentation in our store with the purchase document, you have the right to request to replace the defective product with another one or return the money paid to you for the product.

If the authorized service center determines that your product has failed during the warranty period due to the fault of the manufacturer (defective product), but it is possible to repair it, then you have the right to choose, free of charge, to eliminate the defects of the item (repair the item), to replace the item of inadequate quality with an item of suitable quality free of charge, to reduce the price of the product. If you select the latter option, together with the purchase document, provide us with a certificate from our authorized service center that the fault of the product is warranty. If you decide to repair the product, please tell the specialist of the authorized Fogiuttepro.com service center serving you.

Please note that:

- for repaired or replaced goods, the warranty term is calculated from the date of purchase of the original product.
- Pursuant to Article 6.335 of the Civil Code of the Republic of Lithuania, we note that in the event that the buyer is unable to use the items for which the term of the quality guarantee is established, due to obstacles dependent on the seller, the term of the guarantee shall not be calculated until the seller removes the obstacle and the term of the guarantee is extended for the period during which the buyer could not use the item due to defects, if the buyer duly informed the seller of the noted defects and if otherwise not specified in the sales contract.
- all costs related to the transportation of the product to and from the warranty centre are paid by the Buyer;
- Information contained in the information carrier is not covered by the warranty. Data loss or rerecovery costs are not covered.

RETURN OF QUALITY GOODS

You have the right, without giving a reason, but paying the cost of delivery of the goods yourself, to refuse the item within 14 days (from the date of delivery of the goods).

This right does not apply to the following exceptions:

The consumer's right to withdraw from the distance contract and the off-premises contract shall not apply to the following contracts:***

(1) service contracts under which the services have been wholly supplied to the consumer, provided that the consumer's explicit consent and recognition that he will lose his right of withdrawal after the trader has fully performance of the contract have been obtained prior to the provision of the services;

(2) contracts for goods manufactured interpretage with the consumer's specific instructions which are not pre-manufactured and which are manufactured according to the consumer's personal choice or instruction, or which are clearly adapted to the consumer's personal needs;

- 3. contracts for perishable goods or goods with a short period of validity;
- contracts for packaged goods which have been unpacked after delivery and which are unsuitable for return for health or hygiene reasons;
- (5) contracts for goods which, by their nature, are inseparably mixed with other objects after delivery;
- (6) contracts for alcoholic beverages the price of which is fixed at the time of conclusion of the sales contract and which are delivered thirty days after the conclusion of the contract, and the actual value of the beverages depends on market fluctuations;
- (7) contracts concluded after the consumer has made a specific request for such entry to the trader in order to carry out urgent repairs or maintenance. Where, in this case, the trader provides more ancillary services than the consumer specifically indicated, or sells more additional goods than are necessary for the performance of repair or maintenance, those additional services or goods shall be subject to the right of withdrawal;
- (8) contracts for packaged video or audio recordings or packaged software which have been unpacked after delivery;
- (9) contracts for the delivery of newspapers, periodicals or magazines, with the exception of contracts for subscriptions to such publications;
 - (10) contracts concluded by public auction;
- (11) contracts for accommodation, transport of goods, car rental, catering or leisure services, provided that the contract provides for a specific date or period for the provision of services;
- (12) contracts for the supply of digital content where the supply of the digital content has been initiated with the consumer's prior express consent and with the acknowledgement that this will result in the loss of the right of withdrawal.

13) legal persons.

Aligned with Article 6.22810 of the Civil Code of the Republic of Lithuania.

The withdrawal period for some of the above concluded contracts expires after 14 days:

- (1) in the case of a service contract, from the date of conclusion of the contract;
- 2) when a contract of sale of the goods is concluded, from the date on which you or a person specified by you, other than the carrier, receives the ordered product or:

a) if you have ordered more than one than one that one item; the goods are delivered separately, from the date on which you or a person specified by you, other than the carrier, receives the last item;

(b) in the case of delivery in different lots or lots, from the date on which you or a person specified by you, other than the carrier, receives the last lot or part.

After 14 (fourteen) days have expired, but after the expiry of the 40 (forty) days from the date of delivery or pick-up of the product, the Buyer has the right to benefit from an additional money-back guarantee provided by the Seller to the **Buyer**, if all returned goods are equipped with authentic labels, protective bags and original packaging, the goods have never been unpacked, the disposable packaging of the goods is not damaged, i.e. the goods have not lost the appearance as sold.

The Buyer must notify the Seller of his intention to use this additional return guarantee within 40 (forty) calendar days from the date of delivery of the product to the Buyer.

If you decide to refuse the product, you must submit a duly completed model withdrawal form (www.fogiuttepro.com) or provide a clear statement (by e-mail, fax) setting out your decision to refuse the product.

Attention. Goods purchased from UAB (www.fogiuttepro.com) "Fogiuttepro.com" (Vilnius city) are returned via "Fogiuttepro.com" (Contacts).

The buyer bears all the costs and risks associated with the return of the goods within 14 (fourteen) and 40 (forty) days. In all cases, the item must be returned before the end of the period of 40 (forty) calendar days, calculated from the date of delivery or collection of the goods.

No later than within 14 days from the date of your notification of the refusal of the goods and the return of the goods to us, we will refund you all the amounts paid by you, including the cost of delivery of the goods paid by you when purchasing the product. We will make such a refund using the same payment method as you used in the original payment transaction, unless you have expressly agreed to another method; in any case, you will not have to pay any fees related to such refund.

The goods returned within 14 days must be in order:

- the returned item must be in its original orderly packaging, such as the one you received from the seller;
- the product must be intact by the Buyer; the product must not have lost its commercial appearance (clean, undamaged labels, unsealed protective films and other accessories characteristic of the original set); the set-up of the returned item must be unchanged as it was served on the buyer; when returning the product, it is necessary to present its purchase document, warranty voucher (if it was issued); goods that are used for body hygiene, cooking, household chores can not be used once; when returning the computer, it may not contain any

information left by you, software, youwparsonal sattings in factory software must be restored; • the returned item must be safely packaged, it is recommended to pack in the same packaging as you received from the seller; • When returning the product, the buyer is responsible for its smooth and safe arrival to the seller.

Within 40 days, the additional return guarantee shall be valid for all requirements for the return of the goods within the 14-day time limit, and the goods may not be unpacked at any time, and the package seals, if any, may not be unpacked.

Please note that:

- 1) We will not refund your additional costs due to the fact that you have clearly chosen a method of delivery other than the cheapest usual delivery method offered by us;
 - 2) You are responsible for the decrease in the value of the goods resulting from actions not necessary to determine the nature, characteristics and functioning of the product.
- 3) The Seller shall not be obliged to satisfy the consumer's request to replace or return the goods purchased in the physical store, which are included in item 17 (https://www.e-tar.lt/portal/legalAct.html?documentId=712337a0164711e4afafe56485a7e49a):
- 17.1. tobacco and tobacco products (codes within the framework of the Combined Nomenclature of the European Community, approved by Council Regulation (EEC) No 2658/87 of 23 July 1987 on the tariff and statistical nomenclature and on the Common Customs Tariff (OJ 2004 L 104, p. Special Edition, Chapter 2, Volume 2, p. 382), as last amended by Commission Implementing Regulation (EU) No 1001/2013 of 4 October 2013 (OJ 2013 L 290, p. 1) (code 2401-2402);
 - 17.2. perfumery, cosmetic and toilet preparations (codes 3303 to 3307 according to the Combined Nomenclature);
- 17.3. photographic and cinematographic goods (codes 3701 to 3707 according to the Combined Nomenclature);
 - 17.4. printed books, reproductions and other articles of the polygraph industry (codes 4901 to 4911 according to the Combined Nomenclature);
- 17.5. tissues (codes 5007, 5111 to 5113, 5208 to 5212, 5309, 5310, 5311, 5407 to 5408, 5512 to 5516) of the Combined Nomenclature;
- 17.6. carpet floor coverings other than carpets and rugs (codes 5701 to 5705.00 according to the Combined Nomenclature);
 - 17.7. knitted men's, boys', women's or girls' underwear (codes according to the Combined Nomenclature: 6107-6109);
 - 17.8. baby clothes (codes according to the Combined Nomenclature: 6111, 6209),

17.9. tights, socks, half-legs and other similar attieles (cede 6115 according to the Combined Nomenclature);

- 17.10. men's, boys', women's or girls' underwear, night shirts, pajamas and the like (codes according to the Combined Nomenclature 6207-6208);
- 17.11. bras, waists, corsets and the like (code 6212 according to the Combined Nomenclature);
 - 17.12. gemstones, precious stones, precious metals and articles thereal, excluding artificial jewellery (codes according to the Combined Nomenclature: 7101-7116, 7118);
 - 17.13. machinery and mechanical equipment (codes 8401 to 8487 for the Combined Nomenclature);
- 17.14. electrical machinery and equipment, sound recording and reproducing apparatus and television image and sound recording and reproducing apparatus (codes 8501 to 8548 according to the Combined Nomenclature);
 - 17.15. ground vehicles (codes 8701 to 8716 for the Combined Nomenclature);
 - 17.16 ships, boats and floating equipment (codes 8901 to 8908 for the Combined Nomenclature);
 - 17.17. optical, photographic, cinematographic, measuring, control, medical or surgical instruments and apparatus (combined nomenclature codes 9001 to 9033);
 - 17.18. clocks (codes according to the Combined Nomenclature: 9101-9114);
 - 17.19. musical instruments (codes according to the Combined Nomenclature 9201-9209);
 - 17.20. weapons and ammunition (codes 9301 to 9307 according to the Combined Nomenclature);
 - 17.21. furniture, bedding, luminaires (codes according to the Combined Nomenclature 9401-9406);
 - 17.22. toys, games other than sports and angling equipment (codes 9503 to 9505, 9508 according to the Combined Nomenclature);
 - 17.23. works of art, collectors' items and antiques (codes according to the Combined Nomenclature 9701-9706).

ON APPLICATIONS TO THE STATE CONSUMER RIGHTS PROTECTION AUTHORITY

Entity settling consumer disputes out-of-court: State Consumer Rights Protection Authority, address Vilniaus st. 25, LT-01402 Vilnius, www.vvtat.lt.

You can submit a request/complaint/regarding-the product/or service purchased in our online store to the State Consumer Rights Protection Authority (Vilniaus St. 25, 01402 Vilnius, e-mail tarnyba@vvtat.lt, tel. 8 5 262 67 51, fax. (8 5) 279 1466, on the website www.vvtat.lt (http://www.vvtat.lt/), its territorial subdivisions in the counties or fill in the application form on the ODR platform http://ec.europa.eu/odr (http://ec.europa.eu/odr/)/

For all questions related to service work, returns and guarantees, please contact info@fogiuttepro.com

Legal notice

- 1. The Buyer has the right to use the Store only under the conditions and according to the procedure specified in these Rules and in accordance with the requirements of legal acts of the Republic of Lithuania.
- 2. When purchasing the goods and thus confirming the Contract for their purchase and sale, the Buyer undertakes to pay the Seller the indicated price of the Goods in accordance with the provisions of the "Order and Payment of Goods" section of these Rules and to accept the ordered goods from the Seller in accordance with the provisions of the "Delivery and Withdrawal of Goods" section of these Rules.
- 3. The Buyer is fully responsible for the correctness of the Personal Data provided by him/ her. If the Buyer does not provide accurate data of the Person or delivery address, the Seller shall not be liable for the consequences arising therefrom and shall acquire the right to claim compensation for direct damages incurred by the Buyer's Seller (for example, reimbursement of the costs of re-delivery when the parcel has to be delivered to an address other than that indicated by the Buyer).
 - 4. The User (Buyer) is fully responsible for all his actions performed while using the Store.
- 5. After registering, the Buyer is fully responsible for the security of his login data and their transfer to third parties. If the services provided by the Store are used by a third party who has logged in to the Store using the Buyer's login data, the Seller considers this person to be the Buyer.
- 6. If the Personal or Delivery address data changes, the User (Buyer) must immediately update them in his/her personal account, and if the User (Buyer) loses his/her login data, he/she must immediately inform the Seller.
 - 7. The Buyer shall not be entitled to unilaterally terminate the Contract with the Seller in any case if the Seller has complied with all his obligations.
- 8. The Buyer has the right to terminate the Contract and return or replace the ordered Goods in accordance with the provisions of the "Return and Replacement of Goods" section of these Rules.

- If the Buyer is found to be trying to has multiple of the Store or does not comply with the requirements of these Rules or its obligations, the Seller has the right to immediately and without warning restrict or suspend the Buyer's access to the Store and, in exceptional cases, cancel the Buyer's registration and personal account.

- The Seller is exempted from any liability in cases where losses arise due to the fact that the Buyer, regardless of the Seller's recommendations and his obligations, did not get acquainted with these Rules, although such possibility was given to him.
- The Seller has the right to unilaterally terminate the Contract with the Buyer in cases where the Goods ordered by the Buyer are not in stock and/or are no longer produced, the Goods are not able to be replaced or the price of their purchase from the supplier has changed.

In such a case, the Seller undertakes to immediately inform the Buyer and, in case of prepayment, to refund to the Buyer the full amount paid under the Agreement within 3 business days at the latest. In case of termination of the Contract, the Seller's liability is limited to no more than the amount paid by the Buyer under the Contract.

Copyright and use of information

- 1. The copyright to all information and materials provided in the Store belongs only to www.fogiuttepro.com The use of the information and materials provided in the Store is permitted only with the prior consent of www.fogiuttepro.com and only by providing a clear link to the Seller's website.
- 2. Store content may contain information and/or links from other websites. fogiuttepro.com not be responsible for the operation of these websites as well as for the accuracy and validity of the content of this information.
 - 3. Store content may contain information published by Users (reviews, opinions, reviews, ratings, comments, etc.). Fogiuttepro.com not responsible for the accuracy and validity of the content of this information.

TERMS OF DELIVERY OF GOODS

- At the time of ordering the goods in the Store, the Buyer may choose one of the following methods of delivery of the Goods:
- **1.Courier service** when the Goods are delivered to the Buyer by the selected courier service for an additional delivery fee specified in advance in the Store.
 - **2.Mailmatas** when the Goods are delivered to the post office chosen by the Buyer for an additional delivery fee specified in advance in the Store.

3.Registered mail – when the @ppds are registered by the Buyer by registered mail in accordance with the Rules of Lithuanian Post for an additional delivery fee specified in advance in the Store.

- The Buyer may choose one of the following payment methods at the time of ordering the goods in the Store:
- 1.Paysera is a prepayment for the Goods when the Buyer transfers money to the Store's settlement account in the Store after confirming the order (Contract) and using the chosen electronic banking (payment) system. Responsibility for the money transfer and the security of the information provided by the Buyer in the event of such settlement lies with the administrator of the selected electronic banking (payment) system.
- 2.Bank transfer is a prepayment for the Goods when the Buyer transfers money to the Store's settlement account by bank transfer in the Store after confirming the order (Contract).
 Responsibility for the money transfer and the security of the information provided by the Buyer in case of such payment lies with the selected bank.
- Regardless of the chosen method of delivery of the Goods, the Buyer undertakes to provide accurate data of the Person and delivery address, as well as to provide all additional information necessary for accurate delivery (for example, the name of the shopping or business center, the building body, floor, apartment or cabinet number, stairwell code, etc.).
- When withdrawing the Goods from the courier, the Buyer undertakes to check the condition of the shipment of the Goods and sign the transfer-acceptance document of the shipment, and if he notices a violation of the package or non-conformity of the package, immediately inform the courier, request an act of damage to the package, make photos of the damaged package or goods and send them to the Seller by e-mail info@fogiuttepro.com. After the ordered Goods have been withdrew from the courier and signed in the shipment document without comments, the parcel is considered to have been delivered in an orderly way. If the Buyer does not perform these actions, the Seller does not accept liability for damage to the Goods (if the basis for the occurrence of such violations is not a factory defect) and discrepancies in the set-up of goods (if these discrepancies can be established during the external inspection of the goods).
- The Buyer undertakes to accept or collect the Goods himself. In the event that the Buyer is unable to accept the Goods himself, and the delivery documents confirm that the Goods have been delivered to the Delivery Address indicated by the Buyer, the Buyer shall not be entitled to make claims to the Seller regarding the delivery of the Goods to the wrong recipient.
- The Seller undertakes to try to comply with the delivery terms specified in the Goods information, and if he is unable to do so, undertakes to immediately contact the Buyer and agree other conditions for delivery of the Goods or termination of the Contract.
 - The Buyer is informed in advance and agrees that:
 - in certain cases (for example, when the balance of the Goods in the warehouse is small and several buyers order the same Item at the same time or the Item has been sold out pending a prepayment confirmation from the bank or payment system), the delivery deadline indicated in

the Goods diving matising party of hange;

- In exceptional cases, delivery of the Goods may be delayed due to unforeseen circumstances not directly independent of the Seller (for example, when the Goods are ordered before the period of significant holidays, due to road congestion, bad weather, etc.).
- The delivery deadline starts to run: when you receive an e-mail from us that the order has been confirmed.
- The goods are delivered to the Buyer only on weekdays and hours. Holidays and holidays are not included in the Delivery Deadline.
- If at the time of purchase the goods were ordered, which are sewn individually according to the buyer, the seller undertakes to deliver them within 60 working days from the confirmation of the order.
 - If the goods are already in stock, they shall be delivered within 10 working days.
- When several Goods with different Delivery Terms are ordered, the latest delivery period of the Goods shall apply to the entire shipment of the ordered Goods, unless the Buyer and the Seller agree otherwise.
- The Seller is in all cases exempted from liability for violation of delivery terms if the Goods were not delivered to the Buyer or delivered later due to the Buyer's own fault or due to circumstances not directly attributable to the Seller (Force majeure).

Quality and guarantees

- 1. The Buyer shall be informed in advance and agree that:
- due to the characteristics of the device (computer, phone) and its software (browser) used by the Buyer, the colors, shapes, sizes or other parameters depicted in the photos of the Goods may not correspond to the actual colors, shapes, sizes or other parameters;
 - In some cases (e.g. when the manufacturer changes/updates the product model), the information in the store's product descriptions may be inaccurate or incomplete.

PRIVACY POLYCY (ANIXONASTAP) PRIVACY-POLICY)

TERMS OF DELIVERY (/EN/CONTENT/6-TERMS-OF-DELIVERY)

LEGAL NOTICE (/EN/CONTENT/8-LEGAL-NOTICE)

SHIPPING POLICY (/EN/CONTENT/7-SHIPPING-POLICY)



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(https://www.youtube.com/w v=zYB_d2GRQiY)

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